

CONCLUDING REMARKS

Applicant believes that the recent *KSR International v. Teleflex, Inc.*, 127 S.Ct. 1727 (2007) provides direction in allowing the present case. Specifically, under *KSR*, each of the limitations must be found in the prior art in order to sustain a rejection for obviousness. As explained above, there are two limitations found in each and every one of the claims which are not disclosed or suggested in the prior art.

KSR has also added a “common sense” philosophy into patentability. Here, using one’s “common sense”, it seems nonsensical that one can look to auto, maritime, computer hardware, and even satellites etc. etc. as suggesting an insurance policy including a rescue mission provision which provides not for simply paying out money in the event of a launch failure, but instead provides for a rescue mission in the event that the satellite remains functional to transfer the satellite to an intended orbit.

In conclusion, both common sense and the failure of the prior art to disclose or suggest key elements of the claims supports their patentability.

If there are any remaining issues need to be resolved, the Examiner should feel free to place a telephone call to the undersigned.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David G. Duckworth". The signature is fluid and cursive, with the first name "David" being the most prominent.

David G. Duckworth
Registration No. 39,516
Attorney for Applicant
Telephone: (949) 724-1255

CERTIFICATE OF MAILING BY "EXPRESS MAIL" (37 CFR 1.10)Applicant(s): **David R. Scott**

Docket No.

277-P-32-USA

Application No.

09/713,965

Filing Date

November 15, 2000

Examiner

Rachel L. Porter

Customer No.

71850

Group Art Unit


3626Invention: **METHOD OF INSURING AGAINST SATELLITE LAUNCH FAILURE**

I hereby certify that the following correspondence:

AMENDMENT AND INTERVIEW SUMMARY*(Identify type of correspondence)*

is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on

September 27, 2007*(Date)***Deborah Rios***(Typed or Printed Name of Person Mailing Correspondence)**(Signature of Person Mailing Correspondence)***EM156471595US***("Express Mail" Mailing Label Number)***Note: Each paper must have its own certificate of mailing.**

CERTIFICATE OF MAILING BY "EXPRESS MAIL" (37 CFR 1.10)			Docket No. 277-P-32-USA	
Applicant(s): David R. Scott				
Application No. 09/713,965	Filing Date November 15, 2000	Examiner Rachel L. Porter	Customer No. 71850	Group Art Unit 3626
Invention: METHOD OF INSURING AGAINST SATELLITE LAUNCH FAILURE				
<p>I hereby certify that the following correspondence:</p> <div style="border: 1px solid black; padding: 10px; min-height: 50px;">CHANGE OF CORRESPONDENCE ADDRESS - APPLICATION</div> <p style="text-align: center;"><i>(Identify type of correspondence)</i></p> <p>is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on</p> <p style="text-align: center;"><u>September 27, 2007</u> <i>(Date)</i></p> <div style="text-align: right; margin-top: 20px;"><p><u>Deborah Rios</u> <i>(Typed or Printed Name of Person Mailing Correspondence)</i></p><p><u></u> <i>(Signature of Person Mailing Correspondence)</i></p><p><u>EM156471595US</u> <i>("Express Mail" Mailing Label Number)</i></p></div>				
<p>Note: Each paper must have its own certificate of mailing.</p>				

TELEPHONE INTERVIEW

Applicant's representative wishes to express his gratitude for the telephone interview on August 23, 2007.

During the telephone interview, Applicant explained that all of the references cited by the Examiner relate to insurance policies which provide for payment in the event that a product has failed. For example, the Examiner has recently provided references regarding payment in the event of a wrecked ocean liner and references regarding marine salvage. Meanwhile, the previous Examiner had cited numerous references regarding boat, computer, automobile and even satellite insurance policies. However, each of these references describe insurance policies which provide for payment in the event of product failure. For example, if the ocean liner wrecks, the car crashes or is disabled, or a computer crashes, then the insurance will provide for payment of money or provide for repair. In addition, it is known that when a car crashes or is disabled, the insurance policy may provide for transportation to a place for repair.

None of the references describe or suggest two elements found in every claim. Specifically, the references do not suggest an insurance policy providing for transportation of a product, let alone a satellite, to its intended destination in the event the carrier failed. In addition, none of the insurance policies provide for insurance to insure against events where the product does not fail. Each of these limitations are found in each and every one of the claims. Moreover, Applicant has now amended the claims to clarify that the satellite remains functional in the event

that it is launched into an unintended orbit. This limitation is believed to provide clarification that the insurance policy is triggered not when the satellite is disabled, but in the event that the satellite is launched to an incorrect orbit but not disabled.

The Examiner seemed to consider Applicant's arguments and proposed amendments as persuasive, but admittedly the prosecution history for this case is relatively extensive and requires consideration by the Examiner who was only recently appointed to the case.

Finally, the Examiner requested that Applicant delete the words "as opposed to simply paying out money to the insured" from Claims 8 and 12 as inserting unnecessary confusion. This language was previously introduced at the request of the previous Examiner. Applicant is willing to insert or delete this phrase and otherwise has no opinion as to whether it does or does not add confusion.